

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MLEA, INC., as successor in interest to	:	CIVIL ACTION
Engineered Gas Systems, LLP and	:	
Main Line Engineering Associates,	:	
	:	
Plaintiff,	:	
	:	NO.
v.	:	
	:	
ATLANTIC RECYCLED RUBBER INC.	:	
	:	
and	:	
	:	
RECOVERY TECHNOLOGIES	:	
GROUP INC.	:	
	:	
and	:	
	:	
CASELLA WASTE SYSTEMS, INC.,	:	
	:	
Defendants.	:	JURY TRIAL DEMANDED

**COMPLAINT**

Nature of the Action

1. Plaintiff, MLEA, Inc., brings this diversity action against Defendants, Atlantic Recycled Rubber Inc., Recovery Technologies Group Inc. and Casella Waste Systems, Inc., to recover money damages and for such other relief as may be appropriate for Defendants' breach of their agreements with Plaintiff.

The Parties

2. Plaintiff, MLEA, Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business in Exton, Pennsylvania. MLEA, Inc. was incorporated on January 1, 2002. Before that time, MLEA, Inc. did business as Main Line Engineering Associates, a Pennsylvania partnership, and Engineered Gas Systems, a Pennsylvania Limited Liability partnership, with both partnerships having their

principal places of business at all relevant times in Malvern and/or Exton, Pennsylvania. As of January 1, 2002, Main Line Engineering Associates and Engineered Gas Systems became divisions of MLEA, Inc., and MLEA, Inc. succeeded to their interests.

3. Defendant, Atlantic Recycled Rubber Inc. ("Atlantic"), is a corporation organized and existing under the laws of Nova Scotia, Canada, with its principal place of business at 119 Mingo Road, Truro, Nova Scotia B2N 5B1. Atlantic is a wholly-owned subsidiary of Recovery Technologies Group Inc.

4. Defendant, Recovery Technologies Group Inc. ("Recovery Technologies"), is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 7000 Boulevard East, Guttenberg, New Jersey 07093. On information and belief, Recovery Technologies was a wholly-owned subsidiary of defendant Casella Waste Systems, Inc. ("Casella") until approximately mid-2001, when Casella sold a portion of Recovery Technologies' assets with Casella thereafter retaining a partial ownership interest either directly or through a subsidiary.

5. On information and belief, at all times relevant hereto, Recovery Technologies acted directly on its own behalf or by and through the acts and/or omissions of its wholly-owned subsidiary, Atlantic. On information and belief, at all times relevant hereto, Recovery Technologies controlled and/or directed the acts and/or omissions of its wholly-owned subsidiary, Atlantic.

6. Defendant, Casella Waste Systems, Inc., is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 25 Greens Hill Lane, Rutland, Vermont 05701. On information and belief, at all times relevant hereto, Defendants Atlantic and Recovery Technologies were acting on behalf of Casella.

Jurisdiction and Venue

7. Jurisdiction is proper under 28 U.S.C. § 1332(a)(1), and (2), because the parties are corporate citizens of either different states or of a state and a foreign state, and the matter in controversy exceeds \$75,000, exclusive of interest and costs.

8. Venue is proper under 28 U.S.C. § 1391(a)(2).

Facts

9. Plaintiff is a professional engineering company providing a range of engineering, design and drafting services to commercial, institutional, governmental and professional clients.

10. Defendants are owners and/or operators of a tire recycling facility located in Truro, Nova Scotia, Canada ("the Truro Facility").

11. On September 13, 2000, Recovery Technologies, then a division of KTI Recycling of Canada, Inc., issued a letter of intent to Messer Advanced Gas Systems, located in Malvern, Pennsylvania, pursuant to which Messer would design, build and install a turnkey liquid nitrogen plant for Defendants' Truro Facility. On information and belief, at the time that Recovery Technologies issued the letter of intent, KTI Recycling of Canada, Inc. was a wholly-owned subsidiary of Casella Waste Systems, Inc.

12. The Recovery Technologies letter of intent was in response to a September 13, 2000 offer by Messer to Recovery Technologies to design, build and install a turnkey liquid nitrogen plant at Defendants' Truro Facility for \$4,917,000 (Canadian dollars).

13. In or about December 2000, Messer represented to Plaintiff that Messer had negotiated an agreement with Atlantic and/or Recovery Technologies, whereby Messer would design, build and install a turnkey liquid nitrogen plant for the Truro Facility.

14. Thereafter, also in or about December 2000, Atlantic issued three purchase orders to Messer for certain equipment to be purchased by Defendants from Messer and installed at the Truro Facility in an amount totaling approximately \$453,000 (US dollars).

15. On or about January 15, 2001, Messer assigned to the Plaintiff Messer's Truro Facility agreement with Defendants, including the three purchase orders Atlantic issued as referenced above.

16. On or about January 19, 2001, Defendants expressly approved the assignment of Messer's Truro Facility agreement from Messer to the Plaintiff.

17. On or about January 18, 2001, Atlantic had directed Messer to deliver as soon as possible certain of the equipment covered by the aforementioned purchase orders to the Truro Facility.

18. Based upon Defendants' express and implied representations, and to meet Defendant's requirements to deliver equipment as soon as possible, Plaintiff undertook engineering design efforts and created plans, including foundation plans, and equipment specifications for the Truro Facility. Plaintiff's engineering design efforts and those plans and specifications have a value of approximately \$250,000. Based upon Defendants' expressed and implied representations, Plaintiffs delivered the foregoing plans and specifications to the Defendants on or about September 10, 2001. Defendants have failed and refused to pay Plaintiff for the plans and specifications Plaintiff created for Defendants' Truro facility.

19. Based upon Defendants' expressed and implied representations, Plaintiff ordered numerous pieces of equipment from third party vendors for ultimate installation in the Defendants' Truro Facility, equipment totaling approximately \$1,651,188.75. Defendants have

failed and refused to pay Plaintiff in part or in full for the equipment that Plaintiff ordered from third party vendors for Defendants' Truro Facility.

**COUNT I**

**(Breach of Contract)**

20. Plaintiff incorporates herein by reference the allegations of paragraphs 1 through 19 of this Complaint.

21. The express and implied representations and the conduct of the parties created an agreement, whereby Plaintiff would (a) order equipment for Defendants' Truro Facility and (b) create plans and specifications for Defendants' Truro Facility, and Defendants would pay Plaintiff for that equipment and for those plans and specifications.

22. Plaintiff has fully performed under the aforementioned agreement, but Defendant has failed to pay Plaintiff in full for the equipment and for the plans and specifications, thereby breaching that agreement.

23. As a result of the foregoing breach by Defendants, Plaintiff has suffered damages in excess of seventy-five thousand (\$75,000.00) dollars, exclusive of interest and costs.

WHEREFORE, Plaintiff respectfully demands judgment in its favor awarding Plaintiff direct, incidental and consequential damages, interest, attorneys' fees and costs, and such other and further relief as the Court may deem just and proper.

**COUNT II**

**(Promissory Estoppel)**

24. Plaintiff incorporates herein by reference the allegations of paragraphs 1 through 19 of this Complaint.

25. Defendants' express and implied representations and conduct constituted promises to pay Plaintiff for (a) the equipment ordered by Plaintiff for the Defendants' Truro

Facility, and (b) the engineering services rendered by Plaintiff to Defendants that resulted in Plaintiff's creation of the plans and specifications that Plaintiff delivered to Defendants.

26. Defendants knew, or reasonably should have known, that their representations and conduct would induce Plaintiff to (a) order equipment from third party vendors for the Defendants' Truro Facility and (b) create plans and specifications for Defendants' Truro Facility.

27. Defendants knew, or reasonably should have known, that Plaintiff would rely on the foregoing representations by Defendants by (a) ordering equipment from third party vendors for the Defendants' Truro Facility and (b) creating plans and specifications for the Defendants' Truro Facility.

28. Plaintiff justifiably relied upon Defendants' representations by (a) ordering equipment from third party vendors for the Defendants' Truro facility and (b) creating plans and specifications for the Defendants' Truro Facility.

29. As a result of the foregoing reliance by Plaintiff, Plaintiff has suffered damages in excess of seventy-five thousand dollars (\$75,000.00), exclusive of interest and costs.

30. Injustice can be avoided only by enforcing the Defendants' promises.

WHEREFORE, Plaintiff respectfully demands judgment in its favor awarding Plaintiff direct, incidental and consequential damages, interest, attorneys' fees and costs, and such other and further relief as the Court may deem just and proper.

### **COUNT III**

#### **(Unjust Enrichment)**

31. Plaintiff incorporates herein by reference the allegations of paragraphs 1 through 19 of this Complaint.

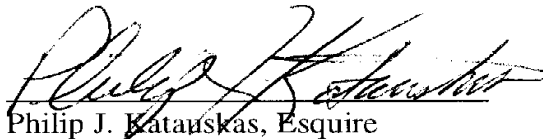
32. Defendants knew, or reasonably should have known, that Plaintiff would order equipment and create plans and specifications for Defendants' Truro Facility.

33. By ordering equipment and creating plans and specifications for Defendants' Truro Facility, Plaintiff conferred benefits on the Defendants.

34. By accepting delivery of certain equipment and the plans and specification for the Truro Facility, including foundation plans, and by failing to pay Plaintiff therefore, Defendants have been unjustly enriched, thereby making it unconscionable for Defendants to retain those benefits without compensating the Plaintiff.

35. As a result of the foregoing acts by the Defendants, Plaintiff has suffered damages in excess of seventy-five thousand dollars (\$75,000.00), exclusive of interest and costs.

WHEREFORE, Plaintiff respectfully demands judgment in its favor awarding Plaintiff direct, incidental and consequential damages, interest, attorneys' fees and costs, and such other and further relief as the Court may deem just and proper.



Philip J. Katuskas, Esquire  
Attorney Ident. No. 26762  
PEPPER HAMILTON LLP  
3000 Two Logan Square  
18th & Arch Streets  
Philadelphia, PA 19103-2799  
(215) 981-4314  
Attorneys for Plaintiff

Date: July 2, 2002

JS 44 (Rev. 3/99)

## CIVIL COVER SHEET

APPENDIX B

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

**MLEA, INC., as successor in interest to Engineered Gas Systems, LLP and Main Line Engineering Associates**

(b) County of Residence of First Listed Plaintiff **Chester Co., PA**  
(EXCEPT IN U.S. PLAINTIFF CASES)

## DEFENDANTS

**Atlantic Recycled Rubber, Inc., Recovery Technologies Group, Inc. and Casella Waste Systems, Inc.**

County of Residence of First Listed **Nova Scotia Canada**  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

## (c) Attorney's (Firm Name, Address, and Telephone Number)

**Philip J. Katauskas, Esquire**  
**Pepper Hamilton LLP**  
**3000 Two Logan Square, 18th & Arch Sts.**  
**Philadelphia, PA 19103 215-981-4318**

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ 1 ☐ 1 DEF Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4 DEF
- Citizen of Another State ☐ 2 ☐ 2 DEF Incorporated and Principal Place of Business in Another State ☐ 5 ☐ 5 DEF
- Citizen or Subject of a Foreign Country ☐ 3 ☒ 3 DEF Foreign Nation ☐ 6 ☐ 6 DEF

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 116 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of <input type="checkbox"/> 150 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 320 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury-- Med. Malpractice <input type="checkbox"/> 365 Personal Injury-- Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce (CC Rates, etc.) <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fed. Decision Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor-Mgmt. Relations <input type="checkbox"/> 730 Labor-Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 FICA (13 95ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIW C-DIW W (405 (a)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS--Third Party 26 USC 7609	

## V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Recopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

**This is a contract suit for professional services rendered and goods provided to defendants. Jurisdictions diversity, 28 USC 1332 (a)(1) and (2).**

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$ In excess of \$150,000.00** CHECK YES only if demanded in complaint: JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

## FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_



**Plaintiff**  
**Attorney for**

## UNITED STATES DISTRICT COURT

## APPENDIX A

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: MLEA, Inc., 211 Welsh Pool Rd., Suite 120, Exton, PA  
 Address of Defendant: Atlantic Recycled Rubber, Inc., 119 Mingo Rd., Truro, Nova Scotia B2N 5A1  
Recovery Technologies Group Inc., 7000 Blvd. East, Guttenberg, NJ 07043  
 Place of Accident, Incident or Transaction: Casella Waste Systems, Inc., 25 Greens Hill Lane, Rutland, VT 05701

(Use Reverse Side For Additional Space)

Malvern and Exton, Pennsylvania

Does this case involve multidistrict litigation possibilities?

Yes ☐No ☒

RELATED CASE, IF ANY:

Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?

Yes ☐No ☒

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?

Yes ☐No ☒

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?

Yes ☐No ☒CIVIL: (Place ☒ in ONE CATEGORY ONLY)

## A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases  
(Please specify)

## B. Diversity Jurisdiction Cases:

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases  
(Please specify)

## ARBITRATION CERTIFICATION

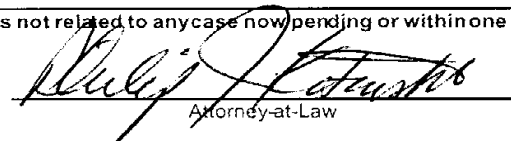
(Check appropriate Category)

I, Philip J. Katauskas, counsel of record do hereby certify:☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;☐ Relief other than monetary damages is sought.DATE: July 2, 2002
  
 Attorney-at-Law
26762

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 7/2/2002
  
 Attorney-at-Law
26762

Attorney I.D.#

## UNITED STATES DISTRICT COURT

## APPENDIX A

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

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 Address of Defendant: Atlantic Recycled Rubber, Inc., 119 Mingo Rd., Truro, Nova Scotia  
Recovery Technologies Group Inc., 700 Blvd. East, Guttenberg, NJ  
Casella Waste Systems, Inc., 25 Greens Hill Lane, Rutland, VT 05701  
 Place of Accident, Incident or Transaction: \_\_\_\_\_

(Use Reverse Side For Additional Space)

Malvern adn Exton, Pennsylvania

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?  
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?  
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases  
(Please specify)

B. Diversity Jurisdiction Cases:

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases  
(Please specify)

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, Philip J. Katauskas, counsel of record do hereby certify:

- ☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE: July 2, 2002

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DATE: July 2, 2002

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